

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356698

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/19/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eurostar Brands, Inc.		09/24/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Eurostar, Inc.
Street Address:	13425 South Figueroa Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90061
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4020698	ALON
Registration Number:	2151894	BEST VALUES ALWAYS
Registration Number:	3102907	CELIA
Registration Number:	2356413	EUROSTAR
Registration Number:	3970753	EUROSTAR
Registration Number:	2246883	EUROSTAR
Registration Number:	2582697	EUROSTAR U.S.A.
Registration Number:	3596911	LEOR
Registration Number:	2733015	LEOR
Registration Number:	3761091	
Registration Number:	4084857	MORENZA
Registration Number:	3056203	MT
Registration Number:	3155840	SEDONA
Registration Number:	4053796	WSS

CORRESPONDENCE DATA

Fax Number: 3109145880

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK

Phone: (310) 312-4246
Email: JWood@manatt.com
Correspondent Name: Jessica A. Wood
Address Line 1: Manatt, Phelps & Phillips, LLP
Address Line 2: 11355 W. Olympic Blvd.
Address Line 4: Los Angeles, CALIFORNIA 90064

ATTORNEY DOCKET NUMBER: 45081-607

NAME OF SUBMITTER: Jessica A. Wood

SIGNATURE: /Jessica A. Wood/

DATE SIGNED: 09/29/2015

Total Attachments: 7

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made effective as of September 19, 2014 ("Effective Date") by and between Assignor (defined below), and in favor of Assignee (defined below).

WHEREAS, Assignor is Eurostar Brands, Inc., as of the Effective Date being a California corporation located at 13425 South Figueroa Street, Los Angeles, California 90061 ("Assignor");

WHEREAS, Assignee is Eurostar, Inc., a California corporation located at 13425 South Figueroa Street, Los Angeles, California 90061 ("Assignee");

WHEREAS, on or about the Effective Date, all of Assignor's rights, title and interest in the trademarks identified in Schedule A hereto, including but not limited to the trademarks, associated applications/registrations and all goodwill associated therewith (collectively, "Marks") were conveyed, transferred and/or assigned to Assignee by Assignor and/or by operation of law; and

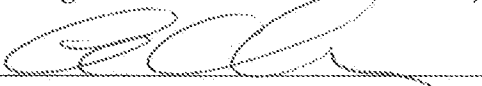
WHEREAS, the parties now desire to confirm and clarify by way of this Assignment the conveyance, transference and assignment to Assignee of all of Assignor's rights, title and interest in the Marks.

NOW THEREFORE, in consideration of the mutual terms, agreements and conditions herein contained, and for other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby expressly acknowledge that as of the Effective Date, it conveyed, transferred and assigned unto Assignee, and Assignee's successors, assigns and legal representatives, the full and entire right, title and interest in and to the Marks, as well as that portion of Assignor's business to which the Marks pertain, which shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor or any affiliate of Assignor, together with all the trademarks, service marks, trade names, social media handles and user names, brand names, logos, designs, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Assignor, including without limitation those set forth in Schedule A hereto; all goodwill associated therewith; all property and assets related to the Marks, if any; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Marks, and to settle and retain proceeds from any such actions), and any and all of Assignor's or any affiliate of Assignor's other right, title and interest of any kind and nature whatsoever in and to the foregoing, the same to vest in Assignee immediately.

IN WITNESS WHEREOF, each party has caused this instrument to be executed as of the Effective Date by its duly authorized representative, who hereby acknowledges the aforesaid prior assignment.

For Assignor: EUROSTAR BRANDS, INC.

By: 

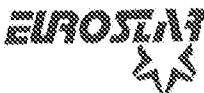
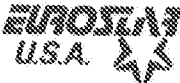

Name: Eric Alon
Title: Director

For Assignee: EUROSTAR, INC.





By: 

Name: Eric Alon
Title: Chief Executive Officer

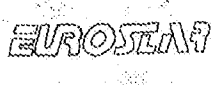

Schedule A

Mark Name	Territory	Registration No.
ALPHA	California	111475
LORAINÉ	California	112130
TRENDZ	California	111189
ALON	United States	4020698
BEST VALUES ALWAYS	United States	2151894
CELIA	United States	3102907
EUROSTAR	United States	2356413
EUROSTAR	United States	3970753
EUROSTAR & Design (partial star) 	United States	2246883
EUROSTAR U.S.A. & Design (partial star) 	United States	2582697
LEOR	United States	3596911
LEOR & Design (lion) 	United States	2733015

Mark Name	Territory	Registration No.
Miscellaneous Design (lion head) 	United States	3761091
MORENZA	United States	4084857
MT (Stylized) 	United States	3056203
SEDONA	United States	3155840
WSS & Design 	United States	4053796
CELIA	China	3905517
EUROSTAR	China	718137
EUROSTAR & Design (partial star) 	China	718145
LEOR	China	3900871
LEOR & Design (lion) 	China	3224785

Mark Name	Territory	Registration No.
Miscellaneous Design (little girl with doll) 	China	3583692
MORENZA	China	9364022
MOTIONTECH	China	4184205
WSS	China	3905514
WSS	China	3905513
EUROSTAR	Israel	87001
EUROSTAR USA & Design (partial star with partial oval) 	Israel	157686
EUROSTAR & Design (partial star) 	Israel	102037
LEOR	Mexico	930741
LEOR & Design (lion) 	Mexico	762604

Mark Name	Territory	Registration No.
EUROSTAR USA & Design (partial star with partial oval) 	Mexico	629778
EUROSTAR	Mexico	422879
EUROSTAR HECHO EN PANAMA & Design (star) 	Panama	60035
Miscellaneous Design (stacked triangles or Eurostar "E" design) 	Panama	76853
LEOR	European Community	4529004
LEOR & Design (lion) 	European Community	2756690
LEOR & Design (lion) 	Japan	4669989
EUROSTAR & Design (partial star -- 6 point) 	Korea	4003316420
EUROSTAR & Design (partial star -- 5 point) 	Korea	4003195760

Mark Name	Territory	Registration No.
EUROSTAR & Design (partial star)	Morocco (Tangier)	10925
EUROSTAR (Stylized) 	Morocco (Tangier)	10926
EUROSTAR & Design (partial star)	Morocco (Casablanca)	58076
EUROSTAR (Stylized) 	Morocco (Casablanca)	58279

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